COLE TAYLOR BANK

## JNOFFICIA

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of the City of CHICAGO MORTGAGE(S) and WAR	RANT(S) to COL	ND KAYE BECHMAN PIND AKA KAYE A BUCHMAN PIND, IUS WI COUNTY Of COOK , and State of BANKING CORPORATION , and State of BANKING CORPORATION , the Mortgages, the follow	TLLINOIS
LOTS 36 AND 37 NORTH 1/2 OF TH RANGE 14, EAST ILLINOIS.	IN BLOCK LI IE SOUTHWEST OF THE THIR	L IN PIERCE'S ADDITION TO HOLSTEIN IN THE T 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RD PRINCIPAL MERIDIAN, IN COOK COUNTY,	enter de la projetta de la comoción
situated in the County of	COOK	in the State ofILLINOIS	
rents, issues, and profile,	and all right, tit	nd improvements now or hereafter erected thereon, the a little, and interest of the Mortgagors in and to said real e	state. Programme sealth of the
		e all rights under and by virtue of the Homestead Exem United States of America,	ption Laws of the State of
This Mortgage secures th	ie peitoriliance	e of obligations pursuant to the Home Equity Line of	Credit Agreement dated
OCTORED 11. 10	93 herwar	ien Mortgegoris) and Mortgagee. A copy of such Agreen	nent may be inspected at

total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby shall not exceed \$ FIVE THOUSAND AND 00/100 plus interest thereon and any disbursements made for paymant of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

the Mortgagee's office. The Mortgage se up as not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the pats of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The

## MORTGAGORS COVENANT AND WARRANT:

To pay the indebtedness as hereinbefore provided.

- DEPT-D1 RECORDING T#0011 TRAN 7766 10/28/93 13:58:00 #8720 # #-93-869512
- To maintain the premises in good condition and repair, not to commit or suffer any waster white promises to comply with or cause to be compiled with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casurate whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the sies of this mortgage without the prior written consent of the Mortgagee.
- To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties co rered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Mortgage power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
- 4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
- Mortgagors have good tittle to the premises and have the right to mortgage the same and shall make, execute, acknowledge. or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from? all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
- To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
- Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

8. In the event of default in the policinance of any of the Mortgagers' cevenents or agreements herein, the Mortgagee, at the Mortgagee's option, may purform the same, and the cost thereof with interest at \_\_\_\_18,000\_ % per annum shall Immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.

- The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagors fall to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- Upon or at any time after filling a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, emporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond wring hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the condency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such relats, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate lieris, it any, taxes, assesments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- In any suit to foreclose the lien of this mortgag; there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers fees, surveys, title searches and similar data.
- To pay all costs incurred, including reasonable attorneys' ices, to perfect and maintain the lien on this mortgage. 12.
- The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof arises; the tailure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, Mortg	agors have set their hands	and seals this	11th day of _00	TOBER , 19 93
	(SEAL)	EDWARD G	PINO	(SEA)
	(SEAL)	X INV	MATHERIO	(SEA)
STATE OF		Kisto Bopi		0
COUNTY OF	•			
1,			, a Notary Public in	and for the County an
State aforesaid do hereby certify personally known to me to be the me this day in person and acknown act for the uses and purpos	same persons whose name wledged that they signed, se ses therein set forth, including	s are subscribed taled and delivered and delivered and the release and the rel	to the follogollaginsfru d the said instrument d waiver of the right	ras their free and volui of homestead.
Given under my hand and N	lotarial seal this	day of		, 19
My Commission Expires:	PREPARED BY-0	OLE TAYLOR	BANK Notary Public	
my Commission Express.	MAIL TO-COLE			
	• • • •	X 909743		
Form No. 18A-HE-8 Constitute 1989, ILLIANA FINANCIAL, INC. Hickory Hi		30, IL 60690-9	9743 Recider From ILLI Hickory Hills	ANA FINANCIAL, INC., PO Box 122 IL 00455-0227, (708) 598-9000